Summer School Contract

Columbia Public Schools seeks to contract once again with RnB Learning LLC for the management of summer school in 2014. The following agreement is not changed from the agreement in 2013 with the exception of slight adjustments in the number and total hours of RnB clerical and support staff, and a change in the payment schedule on Schedule A. The total amount of the contract is the same as 2013 ($219,900), but the number of payments has been reduced to 7 payments beginning January 31, 2014, and ending on July 31, 2014, rather than 8 payments, in response to RnB's preference to receive all payments for 2014 work in the same tax year.

RnB Learning, LLC

CONTRACT FOR MANAGEMENT OF SUMMER SCHOOL PROGRAM

This agreement dated the 1st day of October, 2013 is made by and between Columbia 93 Public School District, a School District organized and existing under the Laws of the State of Missouri hereinafter referred to as "the District" and RnB Learning, LLC a Missouri Limited Liability Company, hereinafter also referred to as "the Company."

Whereas, the District desires to operate a summer school program at its facilities; and

Whereas, RnB Learning, LLC is a Limited Liability Company organized to provide summer school management to schools such as the District; and

Whereas, the District and The Board of Education has agreed that it is in the best interest of the District to operate a summer school program and to contract with RnB Learning, LLC to provide management services for the District's summer school program as more fully set out in this agreement; and

Now therefore, for and in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the parties agree as follows:

1. Management Services Only.

The District agrees that the Company will be providing management services only and no form of goods or tangible items. For example, and not for an exhaustive list, the Company shall not provide any food service, transportation, facilities, curriculum, buses, computers, software, hardware, books, shopping supplies, prizes, gift cards, teachers, aids, professional staff development services and any similar tangible item. The summer program shall be and is considered the District's summer school program and not that of the Company's. The Company's role is to provide management services to the District for the District's summer school program which is the responsibility of the District.

a. Personnel – The Company provides necessary personnel to manage the summer school program. The Company provides four operations managers: one Chief Operations Manager and two General Operations Managers; and one High School Operations Manager who works a total of six hundred (600) hours beginning on or about November 15th, 2013–July 11th, 2014. The Chief Operations and two General Operations Managers begin work on or about January 13th, 2014 to July11th, 2014 and as-needed prior to and after these dates. Two Office Assistants work from the beginning of student recruitment (on or about March 1st, 2014) to last day of summer school (on about July 9th, 2014), and three Supplies Assistants: one works about 20 weeks and

two work about 10 weeks. The Chief Operations Manager interfaces with the District's designated summer school administrator as-needed.

b. Summer School Reports – The Company develops, collects and tabulates parent and staff survey results and provides a summary to the District.

The District is responsible for all state summer school applications, reports and CORE data.

c. The Company shall maintain a summer school office in the District provided by the District beginning the week of summer school recruitment until one week after summer school ends. The District's summer school office hours are from approximately 9:00 a.m. to 4:00 p.m. from the beginning of student recruitment (on or about March 1st, 2014) to last day of summer school (on about July 9th, 2014). During the first week of summer school office hours are adjusted as-needed. The District shall provide the Company this office and items at no cost with sufficient and appropriate office space to allow said Company to perform its duties and obligations under the terms of this agreement. As such, the District shall provide no less than seven computers with appropriate programs installed. Said computers shall also have access to the internet and District student information system for Company use. In addition, the District supplies a copy machine, paper, office supplies, office equipment, furniture and necessary phone lines for the use of said Company. Ownership of said items shall remain with the District.

2. Term of the Agreement.

This agreement will begin on or about October 15th, 2013 and end on or about July 11th, 2014.

3. Termination.

In the event either party shall default in the performance of any of the obligations contained herein, and if such default is not remedied within 30 days after written notice the non-defaulting party may terminate this agreement without any further notice. Such termination shall not waive any legal or equitable remedy available to the non-defaulting party. Each party states that they shall act in good faith to avoid a breach or otherwise termination of the agreement.

4. Payment.

The Company shall be compensated and shall be entitled to collect from The District pursuant to the fee schedule as more fully set out in the attached Schedule A and in accordance with the terms therein contained. Said Schedule is incorporated by reference as if more fully setout herein as part of this contract and payment shall be required pursuant to said schedule.

5. Authority.

Each party represents that they are legally empowered to execute this agreement on behalf of their respective entities. The District represents that said agreement has been approved by the Board and all necessary votes or other actions as required under State Law have been duly

complied with. Each party agrees to comply with any applicable Federal, State or Local Laws that may apply to this agreement and each party shall work together and cooperate with each other in obtaining any applicable licenses and permits, if any. In addition, each party shall cooperate in obtaining any applicable waivers of any Federal or State Rules or Regulations that would prevent or interfere with this agreement and the management and/or operation of the summer school program.

6. Indemnification.

The Company shall indemnify and hold the District, the Board, the Superintendent, and the District's employees or agents harmless against any and all claims, demands or suits against the Company (or any of the Company's staff) arising out of the conduct of the Company in the performance of its services, including injury to person or property. The District shall indemnify and hold harmless the Company and any of its staff arising out of any services performed or conduct of the District, the Board, the Superintendent or any of the District's employees, agents, or subcontractors including injury to person or property. Each party will give written notice to the other party of any known claim or commencement of any litigation arising out of this agreement or in connection thereof. Any indemnification required shall also include reasonable attorneys' fees.

7. Insurance.

The District shall require that its contractors providing transportation, food and security services for its facilities to name the Company as an additional insured under their respective commercial general liability and automobile insurance policies for personal injury and property damages; and if such services are provided directly by the District rather than by contractive services, then the Company shall be named as an additional insured under the corresponding District insurance policies.

The Company shall secure and maintain any and all necessary liability insurance regarding the scope of its management services and any workers' compensation coverage as required under Missouri law. Said coverage is as more fully described in the attached Schedule B which is also incorporated by reference to this agreement as if more fully set out herein.

8. Independent Contractor.

Both the District and the Company agree that the Company shall act as an independent contractor in the performance of its management duties under this agreement. Accordingly, the Company shall be responsible for the payment of all taxes including Federal, State and local arising out of the Company's services provided in accordance with this agreement. The Company is not an employee of the District and none of the District's employees, officers, directors, agents or contractors shall be considered employees or agents of the Company.

9. Confidential Information.

The Company agrees that any information received by it during the furtherance of its obligations under this agreement which concerns any of the personnel, financial or other affairs of the District will be treated by the Company in full confidence and will not be revealed to any other persons, firms or organizations. The District agrees however, that the Company may need certain records of The District in order to perform its management duties under the agreement, and the District shall then make any such District information available to the Company in order that the Company may perform its obligations hereunder.

10. Modification and Amendments.

This agreement may not be altered, changed, added to or deleted or modified in any manner unless agreed to in writing by both parties.

11. Assignment.

This agreement is particular to the parties and may not be assigned without the prior written consent of both parties.

12. Governing Law

This agreement shall be governed and construed in accordance with the laws of the State of Missouri.

13. Severability.

If any one or more parts or paragraphs of this agreement shall be held to be invalid, illegal, or unenforceable, such findings shall not affect any other provision or part of this agreement.

14. Notices.

Notice to:

RnB Learning, LLC:

RnB Learning, LLC
Roy F. Moeller, Managing Member
1417 Westwood
Mexico, MO 65265

The District:

Columbia 93 School District
ATTN: Superintendent of Schools
1818 W. Worley Street
Columbia, MO 65203

15. Unforeseen Events.

Neither party shall have any liability including consequential damages for the failure to perform or for a delay in performing any of its obligations including but not limited to a delay in the delivery of materials hereunder if such failure or delay is the result of a legal restriction, labor dispute, strike, boycott, flood, fire, public emergency, riot, lighting, war, or other acts of God or any other cause beyond the control of either Party. If any such event precludes the summer school program from proceeding, then payment to the Company shall be made per the attached scheduled and for one month thereafter of any cancellation of the summer school program, and all other scheduled payments shall be null and void and this contract shall be at an end and neither party shall have any further liability to the other. For example purposes only, if the District decides to cancel said summer school program in May, 2014 due to an unforeseen event, such as a flood, which would make it impossible (not impracticable) to operate the program, the District would owe said Company all payments due and owing up to and including the payment for June 2014, and no more.

16. Counterparts.

This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

17. Early Termination of Agreement.

The District reserves the right to terminate this agreement at any time due to non-appropriation of funds for the summer school program or a withholding of funds from the State of Missouri designated for the summer school program. Upon termination of this agreement as provided for herein Company shall be entitled to payment for the current month as listed in Schedule A and shall thereafter be entitled to no further compensation from District. District will provide notice of termination in writing and notice shall be effective the day received by Company.

IN WITNESS WEHREOF, the parties hereto have caused this agreement to be duly executed and shall be duly binding and each party acknowledges that they have read over agreement and agree to be bound by the terms and conditions.

RnB Learning, LLC

_____
Roy F. Moeller, Managing Member

Columbia 93 School District

By:_____
Title: President, Board of Education

By:_____
Title: Secretary, Board of Education

By:_____
Title: Superintendent

RnB Learning, LLC

SCHEDULE A

TOTAL COST & PAYMENT SCHEDULE

The District shall compensate RnB Learning, LLC pursuant to the contractual agreement dated October 1st, 2013, between the parties and according to this total cost figure and according to the following payment schedule. This total cost and payment schedule is incorporated by reference to said contract as if more fully set out therein.

TOTAL COST	**$ 219,990**

Payment Schedule:

By January 31, 2014	$31,427.16
By February 29, 2014	$31,427.14
By March 31, 2014	$31,427.14
By April 30, 2014	$31,427.14
By May 31, 2014	$31,427.14
By June 30, 2014	$31,427.14
By July 31, 2014	$31,427.14

*Any hours worked by the High School Operations Manager over the approved maximum six hundred (600) hours, the District shall reimburse RnB Learning, LLC $31 per hours plus 12.65% employer costs (Social Security, Medicare, General and Professional Liability, Worker Compensation, Accountant Fees).

_____ initials
Roy Moeller

_____ initials
For the District

RnB Learning, LLC

SCHEDULE B

INSURANCE

RnB Learning, LLC shall secure and maintain the following insurance:

1. Commercial general liability insurance with limits of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate;

2. Educators legal liability insurance with limits of one million dollars ($1,000,000) each claim and one million dollars ($1,000,000) aggregate.

The insurance policies maintained by the Company pursuant to this Agreement shall be endorsed to state that the coverage shall not be suspended, voided, cancelled, or reduced, coverage or limits, except after thirty days prior written notice to the Company and the District. The Company upon request shall furnish the District certified copies of the insurance or certificates of insurance which name one another as additional insured's and which demonstrate compliance with this Agreement.